

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NORTHWEST ADMINISTRATORS,
INC.,

No.

Plaintiff,

v.

ROSS ISLAND SAND & GRAVEL CO.,
an Oregon corporation,

**COMPLAINT TO COLLECT TRUST
FUNDS PURSUANT TO EMPLOYER'S
WITHDRAWAL**

Defendant.

I. PARTIES

1.1 Plaintiff, Northwest Administrators, Inc., is an organization incorporated under the laws of the State of Washington, with its principal place of business in King County, and is the authorized administrative agency for and the assignee of the Western Conference of Teamsters Pension Trust Fund (hereinafter "Trust").

1.2 The Western Conference of Teamsters Pension Trust Fund is an unincorporated association operating as a multiemployer Trust Fund pursuant to Section 302 of the Labor Management Relations Act of 1947, as amended, to provide retirement benefits to eligible participants.

1.3 Defendant is an Oregon corporation.

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II. JURISDICTION AND VENUE

1 2.1 This Court has jurisdiction over the subject matter of this action under
2 Section 4301(c) of the Employee Retirement Income Security Act of 1974 ("ERISA"),
3 29 U.S.C. §1451(c).

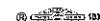
4 2.2 Venue is proper in this District under Section 4301(d) of ERISA, 29
5 U.S.C. §1451(d) because the Plaintiff Trust Fund is administered in this District.
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III. STATEMENT OF THE CASE

7 3.1 Defendant was a party to a collective bargaining agreement with Locals
8 81, 162 and 305 of the International Brotherhood of Teamsters (hereinafter "Locals"),
9 under which the Defendant was required to promptly and fully report for and pay
10 monthly contributions to the Trust at specific rates for each hour of compensation
11 (including vacations, holidays, overtime and sick leave) the Defendant pays to its
12 employees who are members of the bargaining unit represented by the Locals. Such
13 bargaining unit members are any of the Defendant's part-time or full-time employees
14 who perform any work task covered by the Defendant's collective bargaining
15 agreement with the Locals, whether or not those employees ever actually join the
16 Locals.

17 3.2 Defendant and the Locals are also parties to Employer-Union
18 Certifications under which Defendant agreed, among other things, to be bound by the
19 Trust's Trust Agreement and Declaration of Trust.

20 3.3 On or about February 1, 2019, Defendant withdrew from the Trust.
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1 3.4 The Trust determined that the amount of the Defendant's liability for
 2 complete withdrawal was \$80,825.40.

3 3.5 On November 8, 2019 the Trust sent Defendant notice of the
 4 assessment of withdrawal liability. The letter contained a description of how the
 5 withdrawal liability was calculated and set forth an amortization schedule showing the
 6 number and amount of each payment required to liquidate the withdrawal liability
 7 under a monthly payment schedule of \$29,066.47 by the tenth day of each month for
 8 two months, followed by one payment of \$22,692.46.
 9

10 3.6 The notice of assessment of withdrawal liability letter dated November
 11 9, 2019 was delivered to the Defendant on November 13, 2019.

12 3.7 On March 9, 2020, the Trust sent a Certified Letter to the Defendant
 13 advising that on November 8, 2019, the Trust had sent a notice and demand for
 14 payment. This letter provided Defendant with written notification of its failure to make
 15 payments due on January 10, 2020 and February 10, 2020.
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17 3.8 The March 9, 2020 certified letter was delivered to the Defendant on
 18 March 13, 2020.

19 3.9 More than sixty days have elapsed since the Trust provided Defendant
 20 with written notification of its failure to make its payment due on January 10, 2020
 21 and February 10, 2020.

22 3.9 Defendant has not initiated arbitration pursuant to 29 U.S.C. §1401.

23 3.10 Based on Defendant's failure to make payment on its withdrawal liability
 24 within sixty days after demand for payment from the Trust, the Defendant is in default
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1 as defined under 29 U.S.C. § 1399(c)(5) and the Trust's Employer Liability Rules and
2 Procedures set forth in the Trust Agreement and Declaration of Trust.

3 3.11 As a consequence of Defendant's default pursuant to 29 U.S.C. §
4 1399(c)(5) and the Trust's Employer Liability Rules and Procedures set forth in the
5 Trust Agreement and Declaration of Trust, the Plaintiff requires immediate payment
6 of the outstanding amount of the Defendant's withdrawal liability.

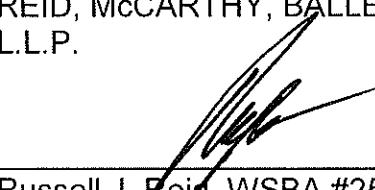
7 **IV. PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff prays to the Court for judgment against the Defendant
9 as follows:

10 A. For withdrawal liability payment due in the amount of \$80,825.40;
11 B. For liquidated damages in the amount of \$16,165.08;
12 C. For all accrued interest;
13 D. For all attorneys' fees and costs incurred by the Trust in connection with
14 Defendant's obligations; and
15 E. For such other and further relief as the Court may deem just and
16 equitable.

17 DATED this 13rd day of May, 2020.

18
20 Respectfully submitted,

21 REID, McCARTHY, BALLEW & LEAHY,
22 L.L.P.


23
24 Russell J. Reid, WSBA #2560
25 Attorney for Plaintiff